OUTSIDE VENDOR CONTRACT

This Agreement is made the _____ day of _____, 200___, between Messiah College, a Pennsylvania nonprofit corporation with principal offices at Grantham, Pennsylvania ("College"), and _____, of _____ ("Vendor"). The terms of the Agreement are as follows:

1. Vendor is granted a limited license to occupy the following described space on the premises of College: _____.
Vendor may occupy this space from _____ to _____, and agrees to vacate the space promptly at the expiration of this term. Vendor acknowledges that College grants only a limited right to occupy and use the described portion of its premises for the purpose described herein, and that no landlord-tenant relationship is expressed or implied by this Agreement.

2. Vendor shall utilize this space only for the purpose of the sale of the following inventory to benefit an authorized College function or student group:

_____.

3. The authorized College function or group is: _____.
Vendor's principal contact at College is: _____.

4. In consideration of the granting of this limited license, Vendor will pay College a sum equal to _____% of Vendor's gross sales. Payment will be made to College by cash or certified check as follows: _____.

5. Vendor warrants that it has good and marketable title to all items of inventory to be sold on College's premises and is authorized to sell the same. Vendor further warrants that such sale does not violate any existing trademark, trade name, brand or copyright. Vendor authorizes College to inspect the inventory prior to sale and to remove from sale any inventory which violates the standards of the Messiah College Community Covenant or is inconsistent with the terms of this Agreement.

6. College is not liable for personal injury to Vendor or for loss or damage to any personal property (including inventory) in the custody or possession of Vendor while using College's facilities. Vendor acknowledges that College will not provide security or safekeeping for Vendor's inventory, and accepts the risk of loss thereof.

7. Vendor agrees that it will be responsible for the proper custody and care of any College-owned property furnished to it for use in connection with this Agreement, and will reimburse the College for its loss or damage.

8. Vendor shall be solely responsible for the collection and disbursement of any monies received as a result of the sale of Vendor's inventory. Vendor shall be solely responsible for the payment

of any sales taxes or other taxes or assessments (including income or employment taxes) which may be due as a result of Vendor's commercial activity.

9. Vendor will act as an independent contractor in providing services under this Agreement. This Agreement does not create an employee-employer relationship between Vendor and College, nor does it create an agency or partnership relationship giving Vendor the authority to bind College contractually in any way.

10. Vendor agrees to indemnify and hold College, its trustees, officers, employees, and agents, harmless against any liability (including, but not limited to, costs and damages arising from any litigation) which may result from the performance of this Agreement. Such indemnity shall include any claims and losses resulting from any person or firm (1) furnishing goods or services to Vendor, or (2) suffering injury or damage as a result of Vendor's intentional or negligent acts while on College's premises.

11. Vendor may not assign or transfer any interest in this Agreement without the prior written consent of College. College may terminate this Agreement at any time upon 30 days written notice to Vendor.

12. If this Agreement relates to a student organization, it must be executed on behalf of Messiah College only by the student organization's advisor and the director of student programs. If it relates to a College academic department, it must be executed only by the department chair and school dean. If it relates to another College function, it must be executed only by the appropriate director and vice president.

_____
Vendor

Messiah College

by _____

_____